

Howard Marc Spector
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PROPOSED ATTORNEY FOR THE DEBTOR

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:)	
)	Case No. 13-33404-HDH-7
Gary Griffith)	
)	
Debtor.)	

**STATEMENT UNDER RULE 2016 OF THE FEDERAL RULES
OF BANKRUPTCY PROCEDURE AND § 329 OF THE BANKRUPTCY CODE**

1. Spector & Johnson, PLLC (the “**Firm**”), by and through Howard Marc Spector pursuant to Federal Rule of Bankruptcy Procedure 2016 (the “**Bankruptcy Rules**”) and § 329 of chapter 11, title 11, United States Code (the “**Bankruptcy Code**”), states that the undersigned is proposed counsel for the above-captioned debtor (the “**Debtor**”).

2. Compensation agreed to be paid by the Debtor to the Firm is to be for legal services rendered in connection with its case. The Debtor has agreed to pay the Firm for the legal services rendered or to be rendered in connection with this case on the Debtor’s behalf. The Debtor also has agreed to reimburse the Firm for actual and necessary expenses incurred in connection with its case.

3. The Firm represented Stephany Hughes Griffith, the Debtor’s wife, in her bankruptcy styled *In re Stephany Hughes Griffith*; Case No. 10–33258–BJH-7 filed in the Northern District of Texas, Dallas Division. This case was closed on April 25, 2012 after Ms.

Griffith received a discharge on February 15, 2011. The Firm has no ongoing attorney-client relationship with Ms. Griffith.¹

4. Ms. Griffith and her daughter, Erin Abernathy, and the Firm entered into that certain Limited (Non-Recourse) Guaranty and Third Party Pledge Agreement (the “**Pledge Agreement**”) on August 8, 2013 with respect to the Firm’s representation of the Debtor in this case. According to terms of the Pledge Agreement, Ms. Abernathy and Ms. Griffith have pledged certain items of personal property in which they have an interest, and which is not property of the Debtor’s estate, to secure (on a non-recourse basis) the payment of the Firm’s fees and expenses incurred in this case. The Firm is in possession of the collateral pledged by Ms. Abernathy and Ms. Griffith. In the event that the Firm exercises its rights under the Pledge Agreement with respect to the collateral, Ms. Abernathy and Ms. Griffith have waived any right to seek reimbursement, contribution, or indemnification from the Debtor including the right to assert a claim against the Debtor in the case. Ms. Abernathy and Ms. Griffith have further stipulated that, to the extent that the transactions contemplated by the Pledge Agreement or the payment of the Firm’s fees and expenses from the collateral constitutes a taxable event, Ms. Abernathy and Ms. Griffith each will treat the contribution of the collateral as a gift to the Debtor or Ms. Griffith.

5. The Firm therefore holds no retainer, other than the collateral pledged under the Pledge Agreement, to secure payment of post-petition fees and expenses. No fees or expenses will be paid to the Firm until such time as a fee application is submitted to and approved by this Court. The Firm will inform the Court of any additional retainer deposited.

¹ Ms. Griffith filed a second bankruptcy case on October 4, 2010 which was dismissed on October 20, 2010 styled *In re Stephany Hughes Griffith*; Case No. 10–37028–BJH-11 filed in the Northern District of Texas, Dallas Division. The Firm did not appear for Ms. Griffith in that case and provided only limited advice.

6. The Firm will seek approval of payment of compensation upon filing of appropriate applications for allowance of interim or final compensation pursuant to §§ 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, this Court's Local Rules and orders of this Court.

7. The services to be rendered include all those services set forth in the Application for Order Pursuant to § 327(a) of the Bankruptcy Code Authorizing the Employment and Retention of Spector & Johnson, PLLC, as Counsel for the Debtor In Possession.

8. The Firm has not shared, nor agreed to share (a) any compensation received or that may be received with another party or person, or (b) any compensation another person or party has received or may receive.

Dated: August 14, 2013.

Respectfully submitted,

By: /s/ Howard Marc Spector
Howard Marc Spector
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Nathan M. Johnson
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PROPOSED COUNSEL FOR DEBTOR

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on August 14, 2013, a true and correct copy of the foregoing was served upon the parties on the attached service list via U.S. First Class Mail postage prepaid or via electronic means to all parties who receive ECF notice in this case.

/s/ Howard Marc Spector
Howard Marc Spector